

13-11

## RENTAL AGREEMENT

FEB 24 2004

**THIS RENTAL AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 2004, between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "COUNTY" and Senior Nutrition Program, a 501(c)3 private nonprofit corporation, hereinafter referred to as "Tenant."

**WHEREAS**, Tenant desires to occupy approximately 3,374 square feet of improved space within a County owned building located on County owned land which consists of a fully improved commercial kitchen and dining area for the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo; and food service to the general public and County employees; and

**WHEREAS**, County has determined that said space is not currently needed for County use; and

**WHEREAS**, pursuant to California Government Code section 25372 it is in the best interest of the public to place Tenant in County owned space within a County owned building to provide services to County seniors and to the general public.

**NOW THEREFORE**, the parties hereto agree to the following terms and conditions:

**1. PREMISES:**

County hereby provides to Tenant those certain premises located in a portion of a County owned building located at 2180 Johnson Avenue, in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, consisting of 2,377 square feet of kitchen area and 997 square feet of non-exclusive dining area, as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

**2. TERM:**

The term of this Agreement will commence April 1, 2004, and end on September 30, 2006, except that either party may terminate this Agreement for any reason by providing the other party not less than ninety-days (90) written notice.

**3. COUNTY OPTION TO GRANT EXTENSION:**

County will, at its option, have the right to grant three (3) successive extensions or

renewals of this Agreement to be exercised separately, each such extension to be for a period of one (1) year and to be on the same covenants, terms, and conditions as those of this Agreement, with the exception of the rental amount. Rental amount during the extension period shall be as specified in Paragraph 4. County shall give Tenant not less than ninety-days (90) notice by certified or registered mail, return receipt requested, of County's intention to extend this Agreement prior to its expiration or prior to the expiration of any extended term of period with the exception of the last extension period.

4. **RENT:**

Beginning on April 1, 2004, Tenant agrees to pay County as rental for said kitchen facility an amount of two thousand six hundred and fifty (\$2,650) dollars, payable monthly in advance to County by the first day of each and every month through September 30, 2005. Beginning on October 1, 2005, rental for said facility will be three thousand (\$3,000) dollars, payable monthly in advance to County by the first day of each and every month. Beginning October 1, 2006, the rental amount for any extension will be subject to recalculation reflective of fair market value for a facility of same size and type, except that the base rental amount shall not be less than three thousand (\$3,000) dollars per month. Thereafter, each year that this Agreement remains in effect, Tenant will pay County a minimum rent adjusted upward according to any rise in the Consumer Price Index ("CPI"), as that term is hereafter defined provided, however, that the fixed rental shall not decrease below the minimum rent payable during the preceding twelve months. The adjustment shall be by a percentage equal to the percentage increase of the CPI between the most recently published CPI as of the date of such adjustment and the corresponding CPI for the same period twelve months previous.

The term "Consumer Price Index" refers to the CPI for Urban Wage Earners and Clerical Workers, Los Angeles-Anaheim-Riverside Statistical Area, California, based on the period 1982-84=100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Monthly payments will be made payable to the County of San Luis Obispo, Department of General Services, 1087 Santa Rosa Street, San Luis Obispo, CA 93408, Attn: Accounts Receivable.

Said compensation will become delinquent if not received by the 10<sup>th</sup> day of each

month and shall be subject to a late penalty charge of fifty dollars (\$50.00), which will be added to the rent then due and owing. If still unpaid for 30 days after delinquency date, the legal rate of interest shall apply. Tenant and County agree that such late charge represents a fair and reasonable estimate of the costs that County will incur by reason of Tenant's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County will in no event constitute a waiver of Tenant's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies available to County.

**5. POSSESSION AND COVENANT OF QUIET ENJOYMENT:**

County covenants that County has lawful title to the subject premises and full right to make this Agreement; and that Tenant will have quiet and peaceful possession of the premises.

**6. USES:**

County hereby grants to Tenant the following privileges, uses and rights on said premises as shown on Exhibit "A" which will be subject to the terms, conditions and covenants hereinafter set forth and all of which will be nonexclusive except as otherwise set forth:

- a. The general use, with others, of all public facilities and improvements which are now or may hereafter be connected with or appurtenant to said premises, except as hereinafter provided, to be used by Tenant for the purpose herein granted.
- b. The right to ingress and to egress from the demised premises over and across public property serving the premises for Tenant's agents and servants, patrons and invitees, suppliers of services and furnishers of material. Said rights will be subject to such ordinances, rules and regulations, as now or may hereafter have application to the premises. Tenant recognizes that Tenant occupies a portion of a larger facility at 2180 Johnson Avenue along with a multitude of other uses/users, and Tenant pledges full cooperation and coordination in the overall use of the facility and in particular the overall security of the facility.
- c. Tenant's primary purpose in occupying the kitchen area of the premises

will be to prepare and deliver noon meals to seniors throughout the County of San Luis Obispo. The dining room area will **not** be available to serve seniors noon meals through the Senior Nutrition program. Tenant's secondary purpose is in occupying the dining room area and will be to supply food services for profit to the general public. County employees may use the dining room area for food service or as a break area. Tenant will be sole food service vendor occupying space in the County owned building, which shall include vending machines, and Tenant is required to oversee the vending machine operations in the dining room area. Tenant will provide an assortment of prepared items, dairy products, fresh perishable items such as fruit and baked goods, and hot lunch entrees and limited side dishes on a daily basis.

The Tenant's furniture and fixtures may be located on the premises and retained as Tenant's assets. Tenant must secure approval from the General Services Director ("Director") prior to selection/choice of furniture styles, colors for walls, and any decorations or other items, which would alter the physical appearance of the facility.

Food may be prepared on the premises and must meet Health Department requirements. Tenant may transport prepared food to sites throughout the County in vehicles owned and operated by Tenant. Said vehicles will only be parked in loading areas specifically designated for said purposes (see Exhibit "A-1"), and only for the period of time that is necessary to properly load the transport vehicle. Outside of the loading area, staging for food transport vehicles may only take place in Director designated areas, and said transport vehicles may be directed off-site at any time by the Director. Employee parking may only occur in areas designated by the Director.

In addition, the following must be adhered to:

1. Hours of food service operation to the general public and building tenants (and their patients or clients) are from 7:00 a.m. to 2:00 p.m. and may be amended by written agreement from the Director. Tenant's use of the kitchen area, i.e. secured from the public, shall be supervised at all times and Tenant may operate at hours consistent with accomplishing the

primary purpose of preparing and providing meals to seniors throughout the county and other appropriate contracted services.

2. The dining room area will remain open, after food service hours of operation, at times that will serve to accommodate the other building tenants (and their clients or patients). This may include weekends and County holidays, however the dining room area will not be open to the general public on weekends or County holidays.

3. Cleaning and maintenance of the food service and dining area are the responsibility of Tenant.

4. Tenant is limited to the privileges, uses and rights set forth hereinabove and will exercise no other.

5. It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive use, expect that County will not grant any other food service concession within the building of which the premises are apart.

6. County and Tenant will cooperate in a signing program on the County building site. Placement and style of all signs must have the prior approval of the Director.

No other rights of use are granted hereunder.

7. **SAFETY:**

Tenant will immediately correct any unsafe condition on the premises, as well as any unsafe practices occurring thereon. Tenant will obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises and will operate the Premises in a manner to protect the health, safety, and welfare of the general public.

8. **COMPLIANCE WITH LAWS:**

Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the subject premises.

9. **MAINTENANCE, REPAIRS AND UTILITY:**

A. Tenant accepts the premises, including the interior and exterior and all associated facilities "as is." Tenant, at Tenant's sole cost and expense, will maintain and keep the Premises in a good state of repair, including but not limited to, electrical, lighting plumbing

facilities, heating, kitchen facilities, walls, doors and windows during the term of this Agreement and any extension or renewals thereof and will not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon. County will maintain roof and exterior walls.

Should Tenant fail or neglect to make repairs, as necessary to protect the health, safety, or welfare or individuals using the Premises, County may, after reasonable notice to Tenant, make said repair and charge Tenant for same. Tenant will pay County for said repairs on demand.

The parties agree that Tenant will have the right to make alterations to the building on the Premises, and that Tenant will make any such alterations subject to the following conditions:

(1) No alteration will be made at any time, which will impair the structural soundness or diminish the value of the building of which the Premises is a part.

(2) No alteration will be made until all plans and specifications are submitted to the Director for prior written approval.

(3) No alteration will be undertaken until Tenant will have procured and paid for all required permits and authorizations of various governmental departments or entities having jurisdiction.

(4) All work performed in connection with any alteration will be performed in a first class workmanlike manner and in compliance with all building and zoning laws, and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers thereof.

(5) There will be maintained, at Tenant's expense, at all times during permitted construction or alteration, workers' compensation insurance in accordance with laws covering all persons employed in connection with the alteration, and general liability insurance for the mutual benefit of County and Tenant covering the additional hazards during construction.

Except as hereinafter set forth in this Agreement, Tenant will not make any material changes, alterations or improvements on said premises without the prior written consent of and approval of plans and specifications by County. If such approval is given, then it will be made at Tenant's sole cost and expense.

**B.** Tenant will pay charges for water, gas and electricity used within the area



of said premises under their respective control. Said charges will be based on a utility factor determined by the Director, and will be applied to the master billing from the meters which include service to the premises. County will submit Tenant's proportionate share of the billed charges to Tenant on a monthly basis and Tenant will reimburse County for said charges upon demand. In addition, Tenant will procure and pay for all separately used utilities including but not limited to telephone, cable and trash collection.

**10. INSPECTION OF PREMISES:**

Director, or his designee, reserves the right of ingress and egress at any reasonable time to inspect, investigate and survey the Premises as deemed necessary by Director, and the right to reasonably request that Tenant perform any and all work of any nature for the preservation and maintenance of the Premises or improvements thereon.

**11. OWNERSHIP OF IMPROVEMENTS:**

County retains title to improvements on the premises at the commencement of this Agreement. This Agreement is subject to any rights of ownership in the improvements. The ownership of all approved improvements constructed by Tenant, if any, will remain in Tenant until expiration, or sooner termination, of the term of this Agreement.

All improvements on the premises at the expiration of the term (or sooner termination of this Agreement) will be removed by Tenant at Tenant's sole cost and expense, and premises will be restored to its original condition or better;

Or, County may advise Tenant with not less than 60 days advance written notice, of County's option to retain Tenant improvements without compensation to Tenant or any third person by County. Tenant will defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph.

**12. COUNTY INVENTORY AND FIXED ASSETS:** Tenant hereby agrees to accept County inventory and fixed assets including furnishings, machinery, equipment, and supplies at the premises as described in Exhibit "B" (County Inventory and Fixed Asset List) attached hereto and incorporated herein by this reference.

Tenant shall accept the equipment inventoried in the aforementioned Exhibit "B" in an "as is" condition on the effective date of this Agreement. Tenant shall be obligated to provide,

maintain, repair and replace as necessary with equipment of equal or greater quality and/or type, the inventory specified in Exhibit "B". Tenant shall be solely responsible for any and all costs associated with repairs, maintenance, and replacement of said inventory. County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the specified inventory in Exhibit "B".

Tenant shall use said inventory at the premises only during the term of this Agreement without payment to County. Such equipment shall be used only for the operation of the food service and shall not be removed from the premises for other purposes and shall be kept in good maintenance and repair by Tenant.

Tenant shall replace, subject to County's approval, any equipment, as detailed in Exhibit "B", which is stolen, lost, damaged, or worn beyond repair or useful life, with equipment of equal or greater quality and/or type. Upon said inventory item becoming worn beyond repair, useful life or useful salvage benefit, Tenant shall return said item to County for disposal. Upon termination of this Agreement, all such equipment listed in Exhibit "B" and furnished by County and/or replaced by Tenant shall be returned to County without cost, in reasonable operating condition.

Tenant shall not be obliged to return to County additional equipment or furnishings purchased by Tenant of a type or use not provided, specified, or required of Tenant by County.

Title to all equipment described in Exhibit "B" shall remain vested in County. Said inventory Exhibit "B" shall be updated from time to time, as necessary.

**13. FINANCING-SUBORDINATION:**

Tenant may obtain mortgage financing on any improvements, alterations or additions made by Tenant on the premises; subject however, to the provisions of this Agreement. The lender will have no security interest in the land or the building in which the premises are apart.

In the event that a financial institution requires modification of this Agreement, or the County's subordination in order to finance any improvements to be erected on the premises, County agrees to execute such documents reasonably required for such modification or subordination; provided such modification will not relate to the length of the term or materially



change the rights and obligations of County and Tenant.

**14. DESTRUCTION OF IMPROVEMENTS:**

If, during the term of this Agreement, the premises are injured or destroyed by fire or any other cause, so as to render the premises, in either County's or Tenant's judgment, unfit for occupancy, or so as to substantially prevent or impair, in either party's judgment, the use of the premises for its intended purposes, then this Agreement will terminate at the option of either party hereto; provided, that if the premises can be repaired to the satisfaction of both parties under the laws and regulations of any government agency thereto may mutually agree forthwith to repair same, in which event such injury or destruction will in no way annul or void this Agreement. In the event the parties hereto elect not to make such repairs, or in the event repairs cannot be made to the satisfaction of both parties, using the same type of construction, within thirty (30) days under the laws and regulations of any governmental agency thereto applicable, this Agreement will then terminate at the option of either party. County agrees to participate in said reconstruction to the extent of its insurance coverage.

**15. ASSIGNMENT:**

Inasmuch as this Agreement is intended to secure the specialized services of the Tenant, Tenant will not assign, transfer, delegate, or sublet this Agreement or any interest therein without prior written consent of the County. Said assignment must be compatible with the uses granted hereunder.

**16. NONDISCRIMINATION:**

Tenant will not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the premises.

**17. SEXUAL AND GENDER HARASSMENT WARRANTY AND LIABILITY**

Tenant and all employees and Contractors employed by Tenant have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as sexual and/or gender harassment and will at all times comply with and ensure that all persons performing this Agreement comply with an appropriate standard of conduct. Any employees or contractors of Tenant hereto who violate sexual and/or gender harassment laws will be liable to

the County and will indemnify County against all claims, demands, damages, costs and expenses incurred as a result of behavior of employees or contractors employed by Tenant in the performance of this Agreement.

**18. CLOSURE:**

At any time, should an occurrence such as war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act, or other event which necessitates the closing of the Premises, or a portion thereof, and prevent performance of this Agreement in accordance with the rights and privileges granted herein, Tenant will have no recourse by law or equity to County for losses incurred. If premises are closed due to County cause, Tenant will have no recourse by law or equity to County for losses incurred, however Tenant may exclude days of non operation from monthly rental and prorate rent accordingly.

**19. CONDEMNATION:**

If the whole of the premises will be taken or condemned by any competent authority under power of eminent domain for a public or a quasi-public use or purpose, then this Agreement will cease and terminate as of the date actual physical possession for the premises is taken by the condemner. All compensation and damages awarded for such total taking will belong to and be the sole property of County, provided, however that Tenant will be entitled to receive any award for the taking of or damage to Tenant's equipment, fixtures, or any improvements made by Tenant to the premises which Tenant would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Agreement.

In the event that there will be partial taking of the premises during the term of this Agreement under the power of eminent domain, this Agreement will terminate as to the portion of the premises so taken on the date when actual physical possession of said portions is taken by the condemner, but this Agreement will, at Tenant's option, continue in force and effect as to the remainder of the premises. In the event of such partial taking all compensation and damages for such partial taking will belong to and be the sole property of County, provided, however that Tenant will be entitled to receive any award made for the taking of, or damage, to Tenant's equipment, fixtures, and any improvements made by Tenant to the premises which Tenant would have had, but for the condemnation, the right to remove on expiration or sooner termination of

this Agreement, and, in the event that this Agreement is continued as to the portion of the premises not condemned, any award made for alterations, modifications or repairs which may be reasonably required in order to place the remaining portion of the premise not taken in a suitable condition for the continuance of Tenant's use.

**20. INSURANCE:**

Tenant will obtain and maintain for the entire term of the Agreement and Tenant will not perform any work under this Agreement until after he has obtained insurance complying with the provisions of this paragraph. Companies authorized to do business in the State of California, unless specifically authorized by the County Risk Manager, will issue said policies. Tenant will maintain said insurance in force at all times. The following coverage with the following features will be provided:

A. **Commercial Liability Insurance:** Tenant will maintain in full force and effect for the period covered by this Agreement, commercial liability insurance. This insurance will include, but will not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Tenant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The policy will provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000). The following endorsements must be attached to the policy:

- (1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (2) The policy must cover personal injury as well as bodily injury.
- (3) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

B. **Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Tenant has any employees, Tenant is

required to be insured against liability for workers' compensation or to undertake self insurance. Tenant agrees to comply with such provisions before commencing the performance of this Agreement.

C. **Additional Insureds to be Covered:** The commercial general liability policies will name "County of San Luis Obispo, its officers, employees, and agents" as additional insureds. The policy will provide that the Tenant's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

D. **Certification of Coverage:** Prior to commencing work under this agreement, Tenant will furnish County with the following for each insurance policy required to be maintained by this Agreement:

(1) A copy of the Certificate of Insurance will be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) day's prior written notice to the County.

(2) A Workers' Compensation certificate of insurance must be provided.

(3) Upon written request by the County, the Tenant will provide a copy of the complete insurance policy.

(4) Approval of Insurance by County will not relieve or decrease the extent to which the Tenant may be held responsible for payment of damages resulting from Tenant's services or operations pursuant to this Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Tenant's obligations to provide the insurance coverage required by the specific written provisions of this Agreement.

E. **Effect of Failure or Refusal:** If Tenant fails or refuses to procure or maintain the insurance required by this agreement, or fails or refuses to furnish County with the certifications required by *Subparagraph D.* above, County will have the right, at its option, to forthwith terminate the Agreement for cause.

21. **INDEMNITY:**

Tenant will defend, indemnify and hold harmless the County, its officers and

employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entities that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Agreement, the tenancy created under this Agreement, or the Premises hereunder. The obligation to indemnify will be effective and will extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Tenant, or its agents, employees or other independent contractors directly responsible to Tenant, including, but not limited to, the following:

- A.** Violation of statute, ordinance, or regulation.
- B.** Professional malpractice.
- C.** Willful, intentional or other wrongful acts, or failures to act.
- D.** Negligence or recklessness.
- E.** Furnishing of defective or dangerous products.
- F.** Premises liability.
- G.** Strict liability.
- H.** Inverse Condemnation.
- I.** Violation of civil rights.
- J.** Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Tenant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) will be severed from this agreement and the remaining language will be given full force and effect.

22. **HEADINGS:** The paragraph headings of this Agreement are inserted only for reference and do not affect the terms and provisions thereof.

23. **AGREEMENT EXECUTION AND EXCHANGE:**

It is understood and agreed that until this Agreement is fully executed and delivered by both County and the authorized officer(s) of Senior Nutrition Program, there is not, and will not be, an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. It is further agreed that once this Agreement is fully executed and delivered it contains the entire agreement between the parties hereto and, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed. This Agreement once executed and delivered will not be modified, changed or altered in any respect except in writing, executed and delivered in the same manner as required for this Agreement.

24. **NOTICES:**

All notices or communications must be in writing and may be served personally or sent by prepaid First Class mail to the following addresses or to other such places as may be designated by the parties from time to time.

Notice to County:

County of San Luis Obispo  
Department of General Services  
1087 Santa Rosa Street  
San Luis Obispo CA 93408  
Attention: Property Manager

Notice to Tenant:

Senior Nutrition Program  
2180 Johnson Avenue  
San Luis Obispo, CA 93401  
Attention: Executive Director

25. **RIGHTS OF SUCCESSORS:**

All of the rights and obligations of the parties under this Agreement will bind and inure to the benefit of their respective heirs, successors and assigns.



**26. TAXES:**

During the term of this Agreement, Tenant hereby agrees to pay, prior to delinquency, all taxes and assessments, including both general and special, levied or assessed against the premises and in connection with the premises and Tenant's operation thereof, including without limitation, taxes on Tenant's possessory interest hereunder or in the premises, and taxes or assessments on all structures, improvements, and fixtures now or hereinafter existing on the premises, and on any personal property situated in, on, or about the premises, or in, on or about any structures or improvements thereon. Tenant is hereby informed that a possessory interest subject to property taxation will be created by this Agreement and that the party to whom the possessory interest is vested (Senior Nutrition) shall be subject to the payment of property taxes levied on such interest and must pay such taxes prior to delinquency.

**27. HAZARDOUS WASTE:**

Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws"), relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations "collectively, "Hazardous Materials"). Tenant shall, except in the event of County's sole negligence, indemnify, defend, protect, and hold County, each of County's officers, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (a) The presence in, on under or about the Premises or discharge in or from the premises of any Hazardous Materials or Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, about or from the Premises, or (b) Tenant's failure to comply with any Hazardous Materials Law. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable

or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Tenant shall survive the expiration or earlier termination of the term of the Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, contractors or subcontractors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

**28. SMOKING:**

Entire indoor portions of the building shall be a nonsmoking building and therefore, no smoking shall be allowed in the indoor portion of the premises, nor within 20 feet of the building entrance or any building openings.

**29. IMMEDIATE SUSPENSION:**

If Tenant or Tenant's agents, employees, or any party responsible to Tenant cause an occurrence on the premises which seriously threatens or damages the health, safety and/or welfare of the public, the Director may, upon written notice to Tenant, immediately suspend and and/or all activities on the premises and this Agreement may be terminated in accordance with Paragraph 31. Tenant shall have no recourse against County of said action and Tenant shall defend, and indemnify the County against all liability and loss arising from the occurrence.

**30. HOLDOVER:**

In the event that Tenant shall hold over after expiration of the term of this Agreement or any extension or renewals thereof, with the consent, express or implied, of County, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.

**31. TERMINATION AND BREACH:**

If any of the following occur, the Director shall have the right to terminate this Agreement effective immediately for cause upon giving written notice to the Tenant:

- A. Tenant fails to perform its duties to the satisfaction of the Director; or

B. Tenant fails to fulfill in a timely and professional manner its legal and contractual obligations under this Agreement; or

C. Tenant, or its agents or employees, fail to exercise good behavior during working hours that is of such a nature as to bring discredit upon the County.

At the discretion of the Director, Tenant may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate termination of the Agreement and County shall have the right to immediate possession of the Premises.

**32. SEPARABILITY:**

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**33. REMEDIES NOT EXCLUSIVE:**

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of, any other remedy provided by law.

**34. LAW:**

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

**35. VENUE:**

San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**36. PENDING DEVELOPMENT DISCLOSURE:**

County hereby advises the Tenant and the Tenant so acknowledges that County is in the process of the development of a master plan for the General Hospital ("Plan") and that this Plan, when approved by the Board of Supervisors will be applicable to and will affect the use of the leased Premises. Tenant understands that County is under no obligation to anticipate or provide for Tenant's space needs in the preparation of the Plan nor to provide for Tenant's needs in any future planning, including potential development to be authorized pursuant to such

planning.

Should the County determine that the leased Premises are needed by the County for development uses consistent with the Plan as part of an effort on the part of the County to redevelop or improve portions of the General Hospital building or as part of an campus improvement project (as determined in the sole discretion of the County), the County will be under no obligation to provide Tenant with any relocation assistance or benefits, or to provide Tenant with any compensation for loss of business or loss of business goodwill or to reimburse Tenant any costs or expenses related to the termination or non-renewal of the Agreement by the County.

Nothing herein shall be construed to limit County's right to terminate this Agreement in the event of Tenant's breach or default in the performance of any Tenant obligations to the County.

**37. ENTIRE AGREEMENT AND MODIFICATIONS:**

This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Tenant shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Tenant specifically acknowledges that in entering into and executing this Agreement, Tenant relies solely upon the provisions contained in the Agreement and no other agreements or oral discussions prior to entering this Agreement.

**38. CORPORATE AUTHORITY:**

Any individual executing this Agreement on behalf of Senior Nutrition Program represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Senior Nutrition Program, and that this Agreement is binding upon Senior Nutrition Program in accordance with its terms.

/////////NOTHING FURTHER PAST THIS POINT EXCEPT SIGNATURES/////////

IN WITNESS WHEREOF, County and Tenant have executed this Agreement on day and year setforth.

COUNTY OF SAN LUIS OBISPO

By:   
Chairperson of the Board of Supervisors


Approved by the Board of Supervisors this  
24 day of Feb, 2004.

ATTEST:

Clerk of the Board of Supervisors  
JULIE L. RODEWALD

APPROVED AS TO FORM AND LEGAL EFFECT:

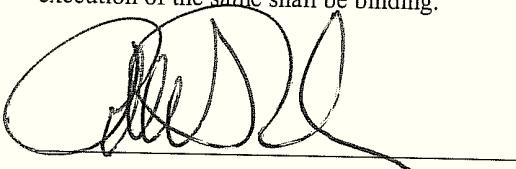
JAMES B. LINDHOLM, JR.  
County Counsel

By:   
Deputy County Counsel

Date: 2/10/04

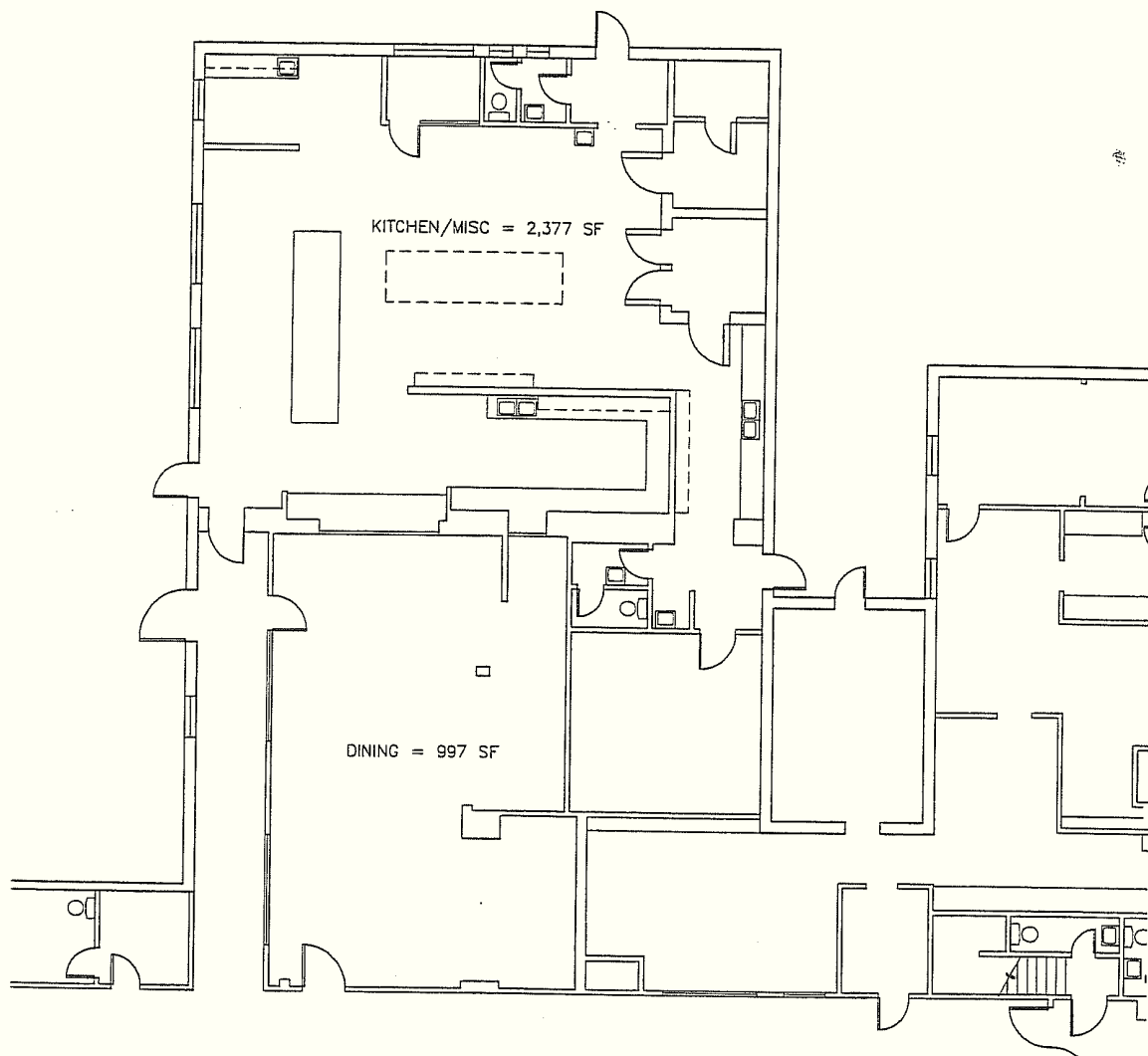
LESSEE: Senior Nutrition Program of San Luis Obispo County, a 501(c) 3 private nonprofit corporation.

I, **Richard M. Palmer**, certify that I am authorized to sign as Executive Director of the **Senior Nutrition Program of San Luis Obispo County** the within instrument in my stated capacity and that said execution of the same shall be binding.

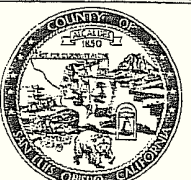
  
Richard M. Palmer, Executive Director

Date: 2/5/04

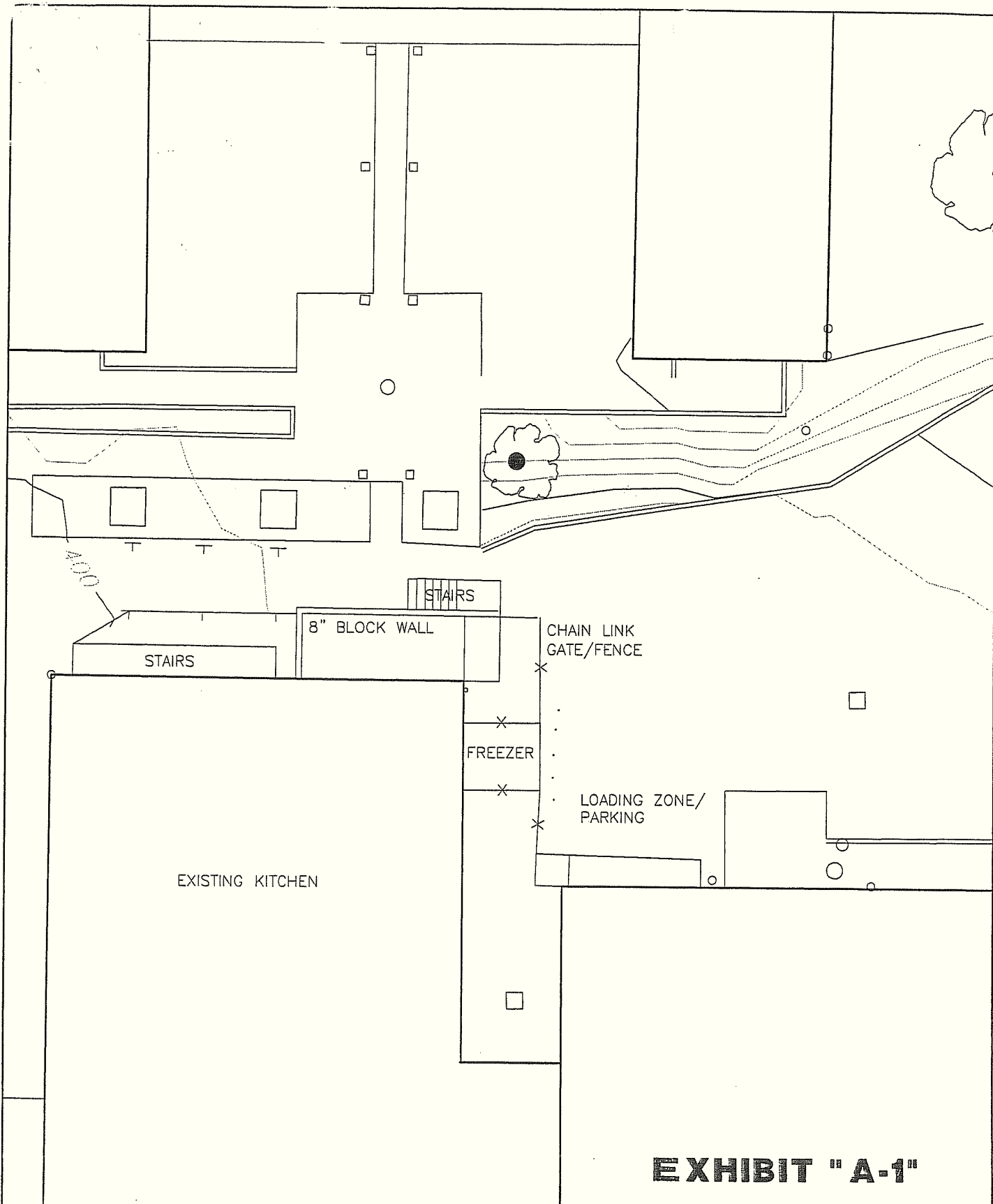
GeneralHospSrNutrition\_lse2.doc




## EXHIBIT "A"

TITLE	EXHIBIT A — FLOOR PLAN	DEPARTMENT OF GENERAL SERVICES	
SITE	GENERAL HOSPITAL		
ADDRESS	2180 JOHNSON AVE SAN LUIS OBISPO	1087 SANTA ROSA STREET SAN LUIS OBISPO, 93408	
DRAWING REFERENCE	-	TEL: (805) 781-5200 FAX: (805) 781-5215	





# EXHIBIT "A-1"

TITLE	EXHIBIT B — SITE PLAN	FACILITY CODE	DEPARTMENT OF GENERAL SERVICES	
SITE	GENERAL HOSPITAL	PTF52		
ADDRESS	2180 JOHNSON AVE SAN LUIS OBISPO	SCALE 1/16"=1'—0"	1087 SANTA ROSA STREET SAN LUIS OBISPO, 93408	
DRAWING REFERENCE	—	DATE 11.13.03	TEL:(805)781—5200 FAX:(805)781—5215	

# GENERAL HOSPITAL KITCHEN EQUIPMENT INVENTORY -- 01/2004

PIC #	ITEM	MANUFACTURER
1	Rolling food cart - Orange	Caddy
2	Food service line w/ covers	TMP
2	Rolling plate warmer w/25 plates	TMP
4	60 serving trays	
4	40 plate covers	
5	9 Coffee pots	
5	3 Hot air pots	
6	Plate Warmer with plates	
7	Cash register	Samsung
8	Built-in office w/ 2 desk chairs	
9	Oven	Market Forge
10	Big fan	
11	4 six foot tall metal racks	
12	Oven	Montague
13	Metal rack with serving dishes	
14	2 six foot tall metal racks	
15	3 six foot tall metal racks in walk-in fridge	
16	Blue filter rack	
17	7 six foot tall metal racks	
18	Aluminum bread rack	
19	3 six foot tall metal racks in walk-in freezer	
19	Small rolling rack	
20	Aluminum meat rack	
20	1 six foot tall metal rack	
21	Ice machine	Hoshizaki
22	7 Mauve dining tables	
22	26 chairs	
23	6 foot long plastic table	
24	Built-in sinks and dishwashing area	
25	Built-in sink and dishwashing area w/dishwasher	
26	Built-in food service counter	
27	Built-in sink, counter, and shelf	
28	Built-in oven, range, and hood	
29	Built-in sink and food prep counter	
30	Built-in cabinet, counter, and shelf	
31	Built-in cabinet, counter, and shelf	
32	Bathroom	

WATSON HOSPITAL - SOURCE TO RILEY 8/2/04,

## EXHIBIT B

(County Inventory and Fixed Asset List)

**FIRST AMENDMENT TO THE RENTAL AGREEMENT BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND  
SENIOR NUTRITION PROGRAM**

This **FIRST AMENDMENT** is to that Rental Agreement dated February 24, 2004, by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County", and Senior Nutrition Program, a 501(c)3 private nonprofit corporation, hereinafter referred to as "Tenant."

**WHEREAS**, Tenant occupies approximately 3,374 square feet of improved space within a County owned building located on County owned land which consists of a fully improved commercial kitchen and dining area for the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo; and food service to the general public and health campus employees; and

**WHEREAS**, County has determined that said space is not currently needed for County use; and

**WHEREAS**, pursuant to California Government Code section 25372 it is in the best interest of the public to place Tenant in County owned space within a County owned building to provide services to County seniors and to the general public; and

**WHEREAS**, pursuant to Paragraph 4 of said Rental Agreement, a rental increase from \$2,650 per month to \$3,000 per month, is due beginning October 1, 2005; and

**WHEREAS**, the rent increase due October 1, 2005 was based on certain assumptions, i.e. that the County remodel of the General Hospital campus into office space would be complete and additional food service would be offered to health campus employees; and

**WHEREAS**, said assumptions have not materialized; the remodel is not complete and until the remodel is complete, additional food service cannot be reasonably provided;

**NOW THEREFORE**, the parties hereto agree to the following terms and conditions:

That the Rental Agreement between the County of San Luis Obispo and Senior Nutrition Program, a 501(c)3 private nonprofit corporation, dated February 24, 2004, be and is hereby amended as follows:

1. Paragraph 4. "Rent" is amended to read: Beginning on April 1, 2004, Tenant agrees to pay County as rental for said kitchen facility an amount of two thousand six hundred and fifty dollars (\$2,650), payable monthly in advance to the County by the first day of each and every month through September 30, 2006.

1. Paragraph 4. "Rent" is amended to delete the sentence: "Beginning October 1, 2005, rental for said facility will be three thousand dollars (\$3,000), payable monthly in advance to the County by the first day of each and every month."

All other provisions of said Rental Agreement, including but not limited to all other language in Paragraph 4, shall continue in full force and effect.

/////////////////NOTHING FURTHER PAST THIS POINT/////////////////

IN WITNESS WHEREOF, County and Lessor have executed this First Amendment effective on September 20, 2005.

COUNTY OF SAN LUIS OBISPO

By: SHIRLEY BIANCHI  
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this 20<sup>th</sup> day of September, 2005.

ATTEST:

JULIE L. RODEWALD  
Clerk of the Board of Supervisors

LESSEE: Senior Nutrition Program of San Luis Obispo County, a 501(c) 3 private nonprofit corporation.

I, **Jim Burke**, certify that I am authorized to sign as Executive Director of the **Senior Nutrition Program of San Luis Obispo County** the within instrument in my stated capacity and that said execution of the same shall be binding.

Jim Burke  
Jim Burke, Executive Director  
Date: 9/1/05

By: C.M. CHRISTENSEN  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By: Jim Deal  
Deputy County Counsel

Date: 9/8/05

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**SECOND AMENDMENT TO THE RENTAL AGREEMENT BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND  
SENIOR NUTRITION PROGRAM**

This **SECOND AMENDMENT** is to that Rental Agreement dated February 24, 2004, by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County", and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, hereinafter referred to as "Tenant."

**WHEREAS**, Tenant occupies approximately 3,374 square feet of improved space within a County owned building located on County owned land, which consists of a fully improved commercial kitchen and dining area for the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo, and (secondarily) providing food service to health campus employees and the general public using the health campus; and

**WHEREAS**, County has determined that said space is not currently needed for County use; and

**WHEREAS**, pursuant to California Government Code section 25372 it is in the best interest of the public to place Tenant in County owned space within a County owned building to provide services to County seniors, health campus employees and the general public using the health campus; and

**WHEREAS**, pursuant to Paragraph 4 of said Rental Agreement, a rental increase from \$2,650 per month to \$3,000 per month, was due beginning October 1, 2005; and

**WHEREAS**, the rent increase due October 1, 2005 was based on certain assumptions, i.e. that the County remodel of the General Hospital campus into office space would be complete and additional food service would be available to health campus employees and the general public using the health campus; and

**WHEREAS**, said assumptions had not materialized as of October 1, 2005; and

**WHEREAS**, the First Amendment to said Rental Agreement served to delayed the rent increase due October 1, 2005 and extended the existing monthly rent of \$2,650 through September 30, 2006; and



**WHEREAS**, the anticipated remodel completion date is April 2007 and until that time additional food service to health campus employees and the general public using the health campus cannot be reasonably provided;

**NOW THEREFORE**, the parties hereto agree to the following terms and conditions:

That the Rental Agreement between the County of San Luis Obispo and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, dated February 24, 2004, be and is hereby amended as follows:

1. Paragraph 4. "Rent" is amended to read: Beginning on April 1, 2004, Tenant agrees to pay County as rental for said kitchen facility an amount of two thousand six hundred and fifty dollars (\$2,650), payable monthly in advance to the County by the first day of each and every month through June 30, 2007.

All other provisions of said Rental Agreement, including but not limited to all other language in Paragraph 4, shall continue in full force and effect.

/////////////////NOTHING FURTHER PAST THIS POINT/////////////////

IN WITNESS WHEREOF, County and Lessor have executed this First Amendment effective on September 21<sup>st</sup>, 2006.

COUNTY OF SAN LUIS OBISPO

By: K.H. ACHADJIAN  
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this 26<sup>th</sup> day of September, 2006

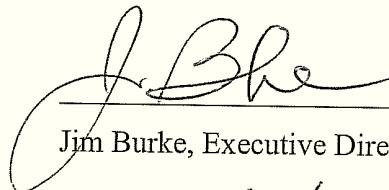
LESSEE: Senior Nutrition Program of San Luis Obispo County, a 501(c) 3 private nonprofit corporation.

I, **Jim Burke**, certify that I am authorized to sign as Executive Director of the **Senior Nutrition Program of San Luis Obispo County** the within instrument in my stated capacity and that said execution of the same shall be binding.

ATTEST:


**JULIE L. RODEWALD**  
Clerk of the Board of Supervisors

By: **C.M. CHRISTENSEN**  
Deputy Clerk  
APPROVED AS TO FORM AND LEGAL EFFECT:

  
Jim Burke, Executive Director

Date: 9/26/06

JAMES B. LINDHOLM, JR.  
County Counsel

By:   
Deputy County Counsel

Date: 9/12/06

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**THIRD AMENDMENT TO THE RENTAL AGREEMENT BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND  
SENIOR NUTRITION PROGRAM**

This **THIRD AMENDMENT** is to that Rental Agreement dated February 24, 2004, by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County", and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, hereinafter referred to as "Tenant."

**WHEREAS**, Tenant occupies approximately 3,374 square feet of improved space ("Premises") within a County owned building located on County owned land, which consists of a fully improved commercial kitchen and dining area for the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo, and (secondarily) providing food service to health campus employees and the general public using the health campus; and

**WHEREAS**, County has determined that said space is not currently needed for County use; and

**WHEREAS**, pursuant to California Government Code section 25372 it is in the best interest of the public for Tenant to occupy County owned space within a County owned building to provide services to County seniors, health campus employees and the general public using the health campus; and

**WHEREAS**, Senior Nutrition has need for a small amount of additional office space adjacent to said Premises; and,

**WHEREAS**, the County has identified an area of approximately 270 square feet of office space adjacent to said Premises and not needed for County use; and,

**WHEREAS**, pursuant to Paragraph 4 of said Rental Agreement, a rental increase from \$2,650 per month to \$3,000 per month, was due beginning October 1, 2005; and

**WHEREAS**, due to unrealized assumptions, the First Amendment to said Rental Agreement served to delayed the rent increase due October 1, 2005 and extended the existing monthly rent of \$2,650 through September 30, 2006; and

**WHEREAS**, due to unrealized assumptions a Second Amendment delayed the

rent increase through June 30, 2007; and

**WHEREAS**, staff recommends that the monthly rental amount of \$2,650 remain in place until June 30, 2008. This action will allow the County to complete the Health Campus remodel, move in the designated County programs to occupy the space, and allow Senior Nutrition to submit and implement a business plan to provide food service to Health Campus employees and the general public using the Health Campus;

**NOW THEREFORE**, the parties hereto agree to the following terms and conditions:

That the Rental Agreement between the County of San Luis Obispo and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, dated February 24, 2004, be and is hereby amended as follows:

1. Paragraph 1. "Premises" is amended to read: county hereby provides to Tenant those certain premises located in a portion of a County owned building located at 2180 Johnson Avenue, in the City of San Luis Obispo, in the County of San Luis Obispo, State of California, consisting of approximately 2,377 square feet of kitchen area, approximately 997 square feet of non-exclusive dining area and approximately 270 square feet of office area, as shown on the revised Exhibit "A" attached hereto and incorporated by this reference.

2. Paragraph 4. "Rent" is amended to read: Beginning on April 1, 2004, Tenant agrees to pay County as rental for said kitchen facility an amount of two thousand six hundred and fifty dollars (\$2,650), payable monthly in advance to the County by the first day of each and every month through June 30, 2008. Beginning July 1, 2008 thereafter, each year this Agreement remains in effect, tenant will pay County a minimum rent adjusted upward according to any rise in the Consumer Price Index ("CPI"), as defined provided, however, that the fixed rental shall not decrease below the minimum rent payable during the preceding twelve months.

All other provisions of said Rental Agreement, including but not limited to all other language in Paragraph 4, shall continue in full force and effect.

**/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////**

IN WITNESS WHEREOF, County and Lessor have executed this Third Amendment effective on June 26, 2007.

COUNTY OF SAN LUIS OBISPO

By: [Signature]  
Chairperson of the Board of Supervisors

LESSEE: Senior Nutrition Program of San Luis Obispo County, a 501(c) 3 private nonprofit corporation.

Approved by the Board of Supervisors this 26 day of June, 2007

I, Elias Nimeh, certify that I am authorized to sign as Executive Director of the **Senior Nutrition Program of San Luis Obispo County** the within instrument in my stated capacity and that said execution of the same shall be binding.

ATTEST:

**JULIE L. RODEWALD**

Clerk of the Board of Supervisors

By: **SANDY CURRENS**  
**Deputy Clerk**

APPROVED AS TO FORM AND LEGAL EFFECT:

[Signature]  
Elias Nimeh, Executive Director

Date: 6-4-07

JAMES B. LINDHOLM, JR.  
County Counsel

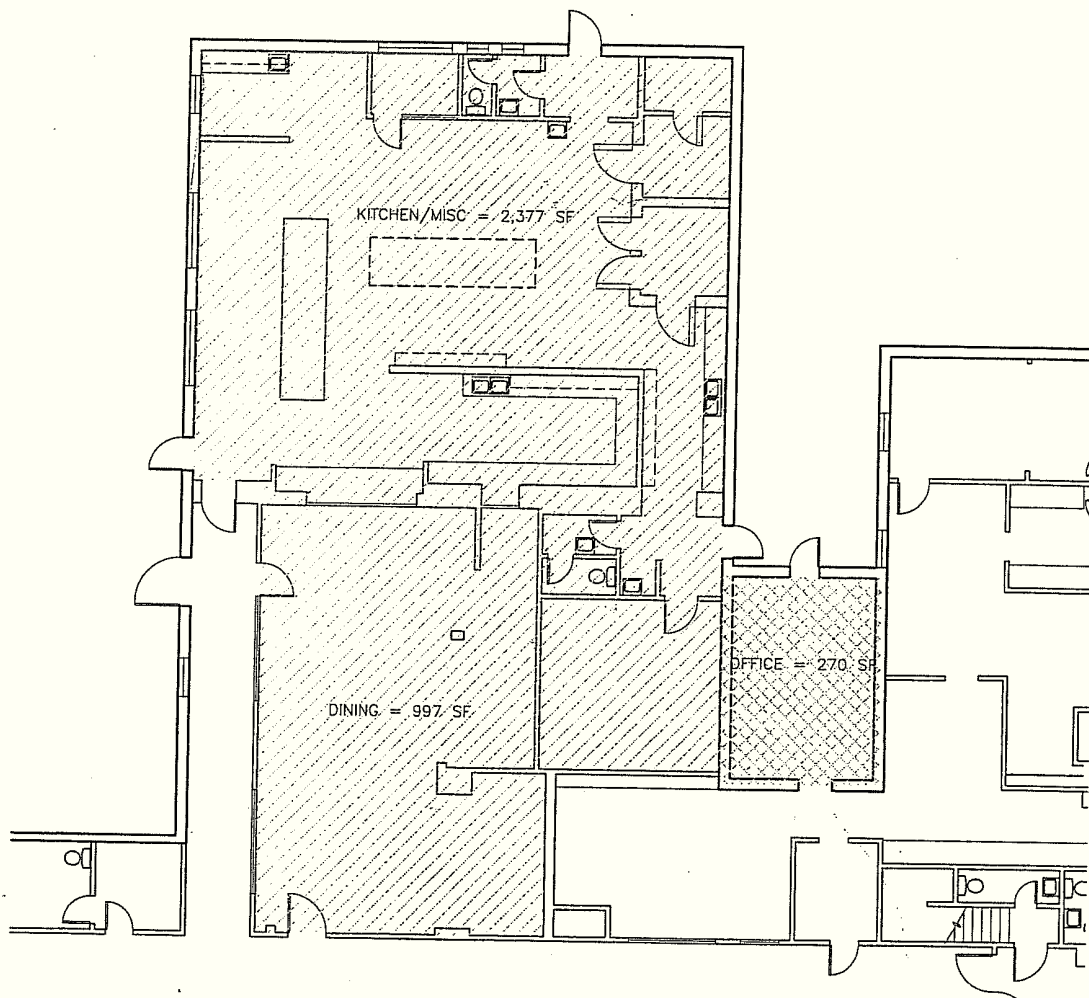
By: [Signature]  
Deputy County Counsel

Date: 6/6/07

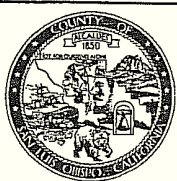
The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on JUN 28 2007

**JULIE L. RODEWALD**  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

By: **Sandy Currens**  
**Deputy Clerk**



COMBINED = 3,644 SF

TITLE	EXHIBIT A - FLOOR PLAN	FACILITY CODE	DEPARTMENT OF GENERAL SERVICES	
SITE	GENERAL HOSPITAL	PTF52		
ADDRESS	2180 JOHNSON AVE SAN LUIS OBISPO	SCALE 1/16"=1'-0"		
DRAWING REFERENCE	-	DATE 05.29.07		
			1087 SANTA ROSA STREET SAN LUIS OBISPO, 93408 TEL: (805) 781-5200 FAX: (805) 781-5215	



**FOURTH AMENDMENT TO THE RENTAL AGREEMENT BETWEEN  
THE COUNTY OF SAN LUIS OBISPO AND  
SENIOR NUTRITION PROGRAM**

This **FOURTH AMENDMENT** is to that Rental Agreement dated February 24, 2004, by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County", and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, hereinafter referred to as "Tenant."

**WHEREAS**, Tenant occupies approximately 3,644 square feet of improved space ("Premises") within a County owned building located on County owned land, which consists of an improved commercial kitchen, dining area and office space for the primary purpose of providing meals to senior citizens throughout the County of San Luis Obispo, and (secondarily) providing food service to health campus employees and the general public using the health campus; and

**WHEREAS**, County has determined that said space is not currently needed for County use; and

**WHEREAS**, pursuant to California Government Code section 25372 it is in the best interest of the public for Tenant to occupy County owned space within a County owned building to provide services to County seniors, health campus employees and the general public using the health campus; and

**WHEREAS**, a First Amendment to said Rental Agreement, which served to delay a rent increase, was approved on September 25, 2005; and

**WHEREAS**, a Second Amendment to said Rental Agreement, which served to delay a rent increase, was approved on September 26, 2006; and

**WHEREAS**, a Third Amendment to said Rental Agreement, which served to delay a rent increase and granted additional square footage for office space to the Senior Nutrition Program at no additional cost, was approved on June 30, 2007;

**WHEREAS**, over the term of the Rental Agreement, the Senior Nutrition Program has managed and maintained the premises in first rate order; and,

**WHEREAS**, the Senior Nutrition Program has improved the premises, with

operational budget funds, which has served to benefit their employees and the County asset; and

**WHEREAS**, the term of the agreement expired on September 30, 2009, at which time said agreement reverted to a month-to-month status; and

**WHEREAS**, the Senior Nutrition Program desires to remain at its current location as a tenant in County owned space under the amended terms and conditions of the Rental Agreement as stated below; and

**WHEREAS**, the County desires to extend the agreement for an additional 5-year period, under the amended terms and conditions of the Rental Agreement as stated below.

**NOW THEREFORE**, the parties hereto agree to the following terms and conditions:

That the Rental Agreement between the County of San Luis Obispo and Senior Nutrition Program, a 501(c) 3 private nonprofit corporation, dated February 24, 2004, be and is hereby amended as follows:

1. Paragraph 2. "Term" is amended to read: "The term of this Agreement will commence on October 1, 2009 and end on September 30, 2014, except that either party may terminate this Agreement for any reason by providing the other party not less than ninety-days (90) written notice.

2. Paragraph 3. "County Option To Grant Extension" is amended to read: "County will, at its option, have the right to grant one (1) additional extension or renewal of this Agreement for a period of five (5) years to be on the same covenants, terms, and conditions as those of this Agreement, with the exception of the rental amount. Rental amount during the extension period shall be as specified in Paragraph 4.

3. Paragraph 4. "Rent" is amended to read: "Beginning on October 1, 2009 through September 20, 2014, Tenant agrees to pay County as rental for said kitchen facility an amount of two thousand seven hundred and fifty dollars (\$2,750), payable monthly in advance to the County by the first day of each and every month. Beginning October 1, 2014 thereafter, each year this Agreement remains in effect, tenant will pay County a minimum rent adjusted upward according to any rise in the Consumer Price Index ("CPI"), as defined provided, however, that the fixed rental shall not decrease below the minimum rent payable during the preceding twelve months.

4. Paragraph 6. "Uses" is amended with the addition of the following sub-paragraph: "7. Tenant will be sole food service vendor occupying space in the County owned building. Tenant is responsible to oversee vending machine operations for after hours use. Tenant will provide an assortment of prepared

items, dairy products, fresh perishable items such as fruit and baked goods, and hot lunch entrees and limited side dishes on a daily basis. Any deviation from this schedule must be proposed by Tenant and approved by General Services Agency Director, in writing. If Tenant desires to sub-lease portion of premises for the purpose of accommodating said food service obligation, Tenant must propose said sub-lease to County and General Services Agency Director must approve said agreement, in writing. Under no circumstances shall Tenant charge any sub-tenant rent for occupancy of portion of premises.”

5. County shall reimburse Tenant an amount not to exceed \$2,000 for the installation of emergency lights at the premises.

6. County shall, at County’s cost and expense, remove/cap the electric, gas and water outlets that are not in use inside the kitchen premises.

All other provisions of said Rental Agreement shall continue in full force and effect.

**/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////**

IN WITNESS WHEREOF, County and Lessor have executed this Fourth Amendment effective on December 15, 2009.

COUNTY OF SAN LUIS OBISPO

By: Russ S. Gibson  
Chairperson of the Board of Supervisors

LESSEE: Senior Nutrition Program of San Luis Obispo County, a 501(c) 3 private nonprofit corporation.

Approved by the Board of Supervisors this 15<sup>th</sup> day of December, 2009

I, Elias Nimeh, certify that I am authorized to sign as Executive Director of the Senior Nutrition Program of San Luis Obispo County the within instrument in my stated capacity and that said execution of the same shall be binding.

ATTEST:

JULIE L. RODEWALD

Clerk of the Board of Supervisors

By: Wendy Cummings  
Deputy Clerk

Elias Nimeh  
Elias Nimeh, Executive Director

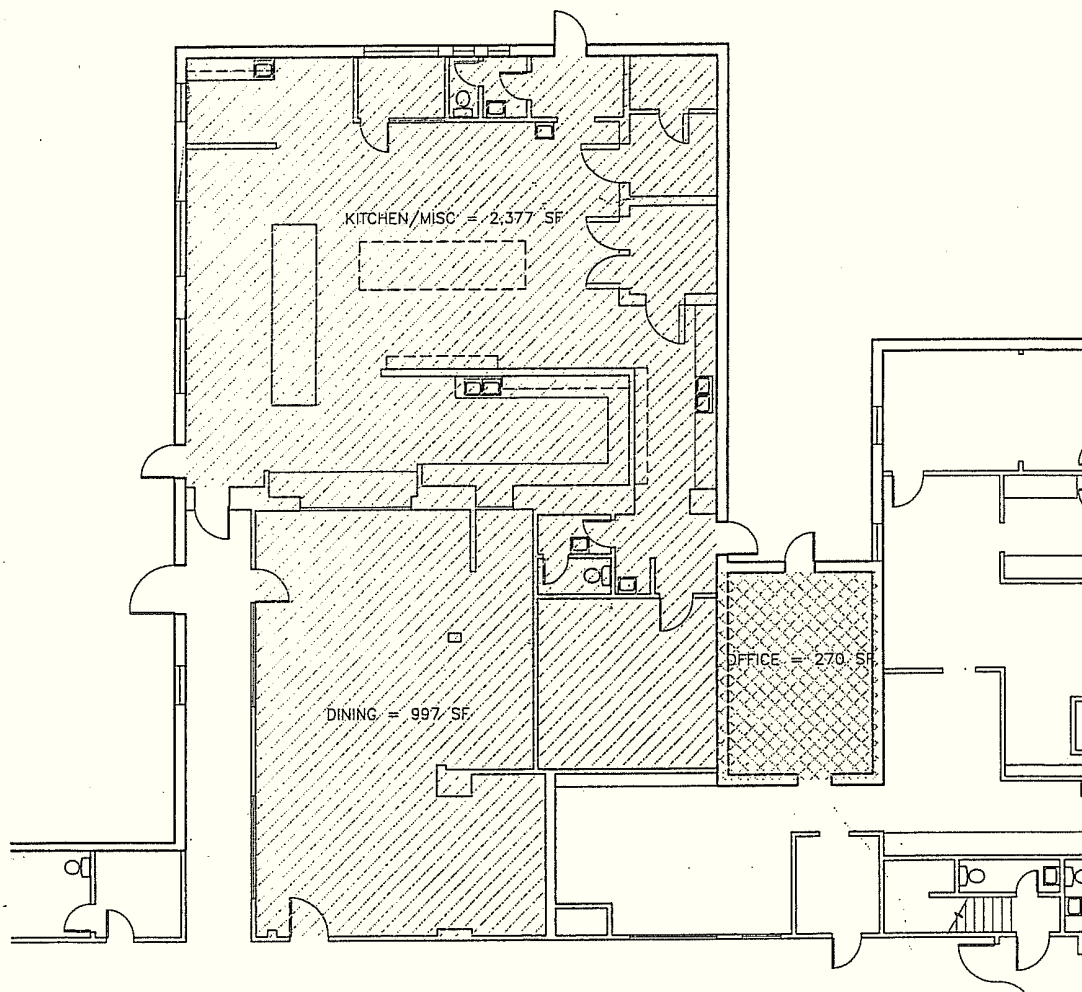
APPROVED AS TO FORM AND LEGAL EFFECT:

Date: 11-23-09


WARREN G. JENSEN  
County Counsel

By: Warren G. Jensen  
Assistant County Counsel

Date: 12/1/09



COMBINED = 3,644 SF

TITLE	EXHIBIT A - FLOOR PLAN	FACILITY CODE	DEPARTMENT OF GENERAL SERVICES	
SITE	GENERAL HOSPITAL	PTF52		
ADDRESS	2180 JOHNSON AVE SAN LUIS OBISPO	SCALE 1/16"=1'-0"	1087 SANTA ROSA STREET SAN LUIS OBISPO, 93408	
DRAWING REFERENCE	-	DATE 05.29.07	TEL:(805)781-5200 FAX:(805)781-5215	